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Docket No. 9771110-0007

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent Application of:)	
Mitchell Budniak, et al.)	
)	
Serial No.: 09/748,068)	Examiner: Not yet assigned
)	
Filed: December 22, 2000)	Group Art Unit: 2862
)	
For: Multi-test Circuit Breaker Locator)	

**STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON SIGNING ON
BEHALF OF NONSIGNING INVENTOR**

Box MISSING PARTS
Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

This statement establishing proprietary interest by a person signing on behalf of nonsigning inventor to the above application, the specification of which: was filed on December 22, 2000, as Application Serial No. 09/748,068.

1. I, Ronald A. Coia, residing at 2742 South 4th Avenue, North Riverside, Illinois 60546, am the person signing the Declaration on the above-identified application on behalf of the nonsigning inventor and make this statement as to the facts establishing my proprietary interest.

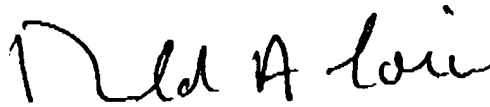
2. As of the date I signed the Declaration for this application, the proprietary interest in this invention belonged to the following juristic person: Unique Technologies, LLC an Illinois limited liability company, having a place of business at P. O. Box 1068, La Grange Park, Illinois 60525 and I am authorized to sign the statement on behalf of the juristic person, as a co-owner of Unique Technologies, LLC.

I establish the proprietary interest by attaching a copy of the agreement whereby I am authorized to sign on behalf of Unique Technologies, LLC in the absence of one or more of the partner's availability to sign on behalf of Unique Technologies, LLC.

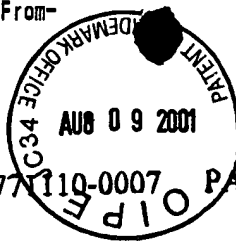
Also attached is a copy of the recorded Assignment of the parent patent application Serial No. 09/061,434 executed by Joachim Wottrich and myself, as co-inventor.

In accordance with 37 CFR 3.73, the assignee hereby states that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Date: 1-09-01



Ronald A. Coia
Unique Technologies, LLC



Docket No. 977110-0007 PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent Application of:
Mitchell Budniak et al

Serial No.: 09/748,068

Filed: December 22, 2000

For: Multi-test Circuit Breaker Locator

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) Examiner: Not yet assigned
)
) Group Art Unit: 2862
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**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF
NONSIGNING INVENTOR (37 C.F.R. 1.47)**

Box MISSING PARTS
Assistant Commissioner for Patents
Washington, D.C. 20231

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OFFICE OF PETITIONS

Dear Sir:

This Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor (37 C.F.R. 1.47) is submitted in response to the Notice to File Missing Parts – Filing Date Granted and mailed February 7, 2001 to which a response is due April 7, 2001. However, Mr. Joachim Wottrich one of the joint inventors of this application -- the specification of which was filed on December 22, 2000, as Application Serial No. 09/748,068 -- is unreachable and thus unable to sign his Declaration and Power of Attorney. Mr. Wottrich's last known address was: 309 S. Oak Park Avenue, Apartment 2W, Oak Park, Illinois 60302.

In view of Mr. Wottrich's refusal, this statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the Declaration by the nonsigning inventor for the above-identified patent application. Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

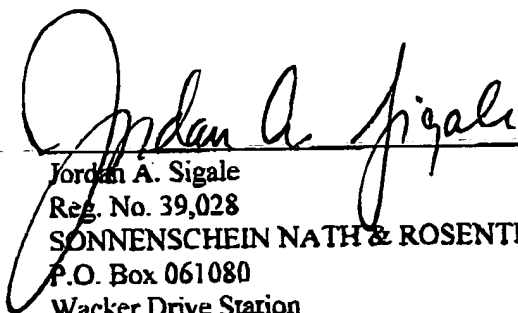
This statement is supported by the Declaration of Jordan A. Sigale, copies of which is submitted

herewith. This Declaration sets forth the details of the efforts to obtain Mr. Wottrich's execution of the Declaration and Power of Attorney.

As to the preservation of rights/prevention of irreparable damage, this application was filed with the understanding that Mr. Wottrich and the other inventors would execute the Declaration and Power of Attorney after filing. With respect to the first two joint inventors, Messrs. Budniak and Coia, this did in fact occur. Mr. Wottrich on the other hand is unreachable. On February 7, 2001 the Office issued a Notice to File Missing Parts – Filing Date Granted, to which a response is due April 7, 2001. Of course, additional time can be obtained with the filing of a Request for Extension of Time and payment of the requisite fee. Even still extensions of time are only available up to and including August 7, 2001. Consequently, in an effort to resolve this petition prior to the expiration of that period, this Rule 47 petition is being filed today. Of course, failure to timely and fully respond to this NOTICE OF MISSING PARTS would result in the abandonment of the present application which would cause irreparable harm to Unique Technologies, LLC.

Date:

8/7/2001.



Jordan A. Sigale
Reg. No. 39,028
SONNENSCHN NATH & ROSENTHAL
P.O. Box 061080
Wacker Drive Station
Sears Tower
Chicago, IL 60606-1080
Tel. 312/876-8000

**UNIQUE TECHNOLOGIES, LLC
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

THIS OPERATING AGREEMENT is entered into this 22 day of May, 1998, by and among THOMAS McGANN, JOACHIM WOTTRICH and RONALD COIA.

WITNESSETH:

WHEREAS, the parties have agreed to organize and operate a limited liability company in accordance with the terms of, and subject to the conditions set forth in, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties intending legally to be bound, agree as follows:

**SECTION I
DEFINED TERMS**

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined throughout this Agreement and those terms shall have the meanings respectively ascribed to them.

"Act" means the Illinois Limited Liability Company Act, as amended from time to time.

"Affiliate" means any (i) corporation, partnership, trust, limited liability company or other entity controlled by or under common control with any Member or in which a Member is or may be an officer, director, shareholder, partner (general or limited), trustee, member, owner or employee; (ii) officer, director, shareholder, partner (general or limited), trustee, member, owner or employee of any corporation, partnership, trust, limited liability company or other entity controlled by or under common control with a Member; and (iii) corporation, partnership, trust, limited liability company or other entity or business in which a Member has any interest whatsoever.

"Agreement" means this Agreement, as amended from time to time.

"Bankruptcy" means, with respect to any Member the occurrence of any of the following events: (i) the Member makes an assignment for the benefit of creditors; (ii) the Member files a voluntary petition of bankruptcy; (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding and such judgment or order continues unstayed and in effect for any period of sixty (60) consecutive days; (iv) the Member files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties; or (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (v).

"Capital Account" means the account maintained by the Company for each Interest Holder in accordance with the following provisions:

- (i) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's distributive share of Profit and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Section IV; and
- (ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the amount of any liabilities of the Interest Holder assumed by the Company (or which are secured by property contributed by the Interest Holder to the Company), the Interest Holder's distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Interest Holder's pursuant to the provisions of Section IV.

It is intended that the Capital Account of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves) and proceeds from the sale, disposition or financing of the assets of the Company, without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Members. Cash Flow shall be increased by the reduction of any reserve previously established.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means the limited liability company organized in accordance with this Agreement.

"Company's Fair Value" is defined in Section 6.6 as are other definitions pertinent to the determination of the Company's Fair Value, including "Net Worth", "Intangible Value", "Net Income", "Average Net Income" and "Purchase Price Adjustment".

"Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Interest Holder" means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

"Involuntary Transfer" means, with respect to any Member, such Member's death or Bankruptcy, or, if such Member is an entity, the dissolution, termination of existence or complete liquidation of said entity.

"Manager" means the person who is designated by a majority vote of all Members to be the Manager as set forth in Section 5.1.1.

"Majority in Interest" means Membership Interests greater than fifty percent (50%) of all Membership Interests.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a Member of the Company.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and Records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

"Negative Capital Account" means a Capital Account with a balance of less than zero.

"Option" means the rights granted to the Company and the Members as set forth in Section VI.

"Percentage" means, as to a Member, the percentage set forth after the Member's name on Exhibit A, as amended from time to time, and as to an Interest Holder who is not a Member, the Percentage of the Member whose Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Interest.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"Profits" and "Losses" shall mean, for each Taxable Year or other period, an amount equal to the taxable income or loss of the Company for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss) with the following adjustments:

- (a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss; and
- (b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as such pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss.

"Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Secretary of State" means the Secretary of State of Illinois.

"Taxable Year" is defined in Section 8.3 herein.

"Transfer" means, when used as a noun, any sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means to sell, hypothecate, pledge, assign, or otherwise transfer.

"Voluntary Transfer" means any Transfer other than an Involuntary Transfer.

SECTION II

FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1 Organization. The parties hereby organize a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, have caused Articles of Organization to be prepared, executed, and filed with the Secretary of State of Illinois.

2.2 Name of the Company. The name of the Company shall be "UNIQUE TECHNOLOGIES, LLC". The Company may do business under that name and under any other name or names upon which the Members agree. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall comply with Section 1-20 of the Act.

2.3 Purpose. The Company is organized to engage in and do any lawful act concerning any and all lawful business for which a limited liability company may be organized under the Illinois Limited Liability Company Act.

2.4 Term. The term of the Company began upon the filing of the Articles of Organization by the Secretary of State and shall continue in existence until December 31, 2047, unless its existence is sooner terminated pursuant to Section VII of this Agreement.

2.5 Registered Office; Principal Place of Business. The registered office of the Company in the State of Illinois shall be in care of Edward C. Richard, Stone, McGuire & Benjamin, 55 East Monroe Street, Suite 3230, Chicago, Illinois 60603, or at any other place within the State of Illinois upon which the Members agree. The principal place of business of the Company shall be located at 1631 Forest Road, LaGrange Park, Illinois 60526 or at such other place upon which the Members shall agree.

2.6 Registered Agent. The name and address of the Company's registered agent in the State of Illinois shall be Edward C. Richard, c/o Stone, McGuire & Benjamin, 55 East Monroe Street, Suite 3230, Chicago, Illinois 60603.

2.7 Members. The name, present mailing address, taxpayer identification number, and Percentage of each Member are set forth on Exhibit A.

SECTION III
MEMBERS; CAPITAL; CAPITAL ACCOUNTS

3.1 Initial Members. THOMAS McGANN, JOACHIM WOTTRICH AND RONALD COLA are the initial Members of the Company.

3.2 Initial Capital Contributions. Upon the execution of this Agreement, the Members shall contribute to the Company the property and the amounts set forth on Exhibit A, and shall be issued Interests in the Company as reflected on Exhibit A.

3.3 Additional Capital Contributions. The Members shall make additional Capital Contributions as they, by vote of Members holding greater than a Majority in Interest of the Percentages then held by Members, approve. Additional Capital Contributions shall be made by the Members pro rata based on their Percentages. The Percentage of any Member failing to make an additional Capital Contribution within ten (10) days after a valid request therefor shall be reduced to a fraction, the numerator of which is the Capital Contribution made by the Member and the denominator of which is the total Capital Contributions made by all Members, which Capital Contributions shall include the sum of all initial and additional Capital Contributions.

3.4 Additional Members. No Person shall be admitted as a Member after the date of this Agreement, except in accordance with the satisfaction of Section VI or except with the unanimous approval of all Members. Any Person admitted to the Company as a Member in accordance herewith after the date of this Agreement shall agree to be bound by the terms of this Agreement and shall execute a counterpart signature page hereto. No new Member shall be entitled to any retroactive allocation of any item of income, gain, loss, deduction or credit of the Company. The Manager shall, at the time a Member is admitted, close the Company's books (as though the Company's tax year has ended) when making pro rata allocations of items of income, gain, loss, deduction or credit to a new Member for that portion of the Company's tax year in which a new Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

3.5 No Interest on Capital Contributions. Interest Holders shall not be paid interest on their Capital Contributions.

3.6 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive the return of any Capital Contribution.

3.7 Form of Return of Capital. If an Interest Holder is entitled to receive a return of a Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Interest Holder in return of the Capital Contribution.

3.8 Capital Accounts. A separate Capital Account shall be maintained for each Interest Holder. The Capital Accounts shall be maintained in accordance with the Code and Regulations promulgated under Code Section 704(b).

3.9 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms, at least as favorable as are available to the Company from commercial financial institutions, upon which the Company and the Member agree. The Members acknowledge and agree that Thomas McGann has advanced a line of

credit to the Company in the amount of \$100,000.00 as more fully set out in a debt instrument executed by the Company and Members.

SECTION IV **DISTRIBUTION OF CASH FLOW AND** **ALLOCATION OF NET PROFITS AND NET LOSSES**

4.1 Distribution and Allocation of Cash Flow. The Cash Flow of the Company for each Taxable Year shall be distributed to the Members at such times as the Manager, in his discretion, shall determine. Except as expressly stated in this Agreement, Cash Flow may be distributed to the Members without regard to the amount of Net Profits and Net Losses of the Company for the Taxable Year. All distributions of Cash Flow to the Members shall be made as follows: The first eight million dollars (\$8,000,000.00) of distributions shall be paid as follows: fifty percent (50%) to Thomas McGann, solely; twenty-five percent (25%) to Joachim Wottrich and twenty-five percent (25%) to Ronald Coia. The next ~~one hundred~~ *eighty thousand* dollars (\$ ~~100,000~~ *80,000*) of distributions shall be paid as follows: thirty-seven and one-half percent (37.5%) to Joachim Wottrich, thirty-seven and one-half percent (37.5%) to Ronald Coia and twenty-five percent (25%) to Thomas McGann. Thereafter, all distributions of Cash Flow shall be made *pro rata*, based upon each Members Percentage of the Company.

If any assets of the Company are distributed in kind to the Members, those assets shall be valued on the basis of their fair market value, and any Member entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Members so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Members prior to the distribution of the assets in liquidation pursuant to this Section 4.1.

4.2 Allocation of Profits and Losses. Except as provided in Sections 4.3 and 4.4 hereof, the Profits and Losses for each Taxable Year shall be allocated among all the Members in the proportions of their respective Percentage Interests in the Company.

4.3 Qualified Income Offsets. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Reg. §1.704-1(b)(2)(ii)-(d)(4), §1.704-(b)(2)(ii)(d)(5) or §1.704-1(b)(2)(ii)(d)(6), items of income and gain of the Company shall be specially allocated to such Members in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts created by such adjustments, allocations or distributions as quickly as possible. Any special allocations of items of income or gain pursuant to this Section 4.3 shall be taken into account in computing items so allocated and the Profits, Losses and all other items allocated to each Member pursuant to this Section IV shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section IV if such unexpected adjustments, allocations or distributions had not occurred.

4.4 Code Section 704(c) Adjustments. In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for Federal income tax purposes and its fair market

value on the date of contribution. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.4 are solely for purposes of Federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

4.5 Distributive Share Allocable to Interests Transferred During the Year.
The distributive share of Profits and Losses allocable to any Interest which may have been transferred or assigned during any Taxable Year shall be allocated between the transferor and the transferees in proportion to the number of days that each was the owner of the Interest transferred during such year, without regard to the results of operations of the Company during the period in which such holder was recognized as the owner thereof and without regard to the date, amount or receipt of any distributions which may have been made with respect to such Interest. Distributions of Cash Flow with respect to Interests transferred shall be made only to Members of record on a date designated by the Manager as of the date of such distributions.

SECTION V

MANAGEMENT: RIGHTS, POWERS, AND DUTIES

5.1 Management.

5.1.1 The Company shall be managed by the Member, THOMAS McGANN ("McGann") who is hereby appointed as the initial Manager. Except as otherwise provided in this Agreement, McGann shall have the right to act for and bind the Company in the ordinary course of its business. Anything contained herein notwithstanding the Members may not remove McGann as the Manager of the Company unless McGann consents to such action or until such time as the first eight million dollars (\$8,000,000.00) in Cash Flow has actually been distributed to the Members.

5.1.2 Certain Powers of the Manager. Without limiting the generality of Section 5.1, the Manager shall have the power and authority, on behalf of the Company:

- (a) to acquire property from any Person as he may determine, whether or not such Person is directly or indirectly affiliated or connected with any Member;
- (b) to purchase liability and other insurance to protect the Company's property and business;
- (c) to hold and own Company real and personal properties in the name of the Company;
- (d) to invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;
- (e) to execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other

negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

- (f) to enter into any and all other agreements on behalf of the Company, in the ordinary course of business as he may approve; and
- (g) to do and perform all other acts as may be necessary or appropriate in the ordinary course of the Company's business.

Unless authorized to do so by this Operating Agreement or expressly delegated by the Manager, no Member, attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

5.1.3 Certain Powers of Members. No act shall be taken, sum expended, decision made or obligation incurred by the Company except by the consent of Members holding not less than a Majority in Interest of the Percentages with respect to any of the major decisions enumerated below (the "Major Decisions"). The Major Decisions shall be:

- (a) the sale of all or substantially all of the assets of the Company;
- (b) a mortgage or encumbrance upon all or substantially all of the assets of the Company;
- (c) a change in the character of the business of the Company;
- (d) any act or obligation which would be impossible for the Company to carry out in the ordinary course of its business;
- (e) the borrowing of money for the Company from banks, other lending institutions, Members or affiliates of the Members which involve the hypothecation, encumbrance or granting of a security interest in the assets of the Company;
- (f) any transaction, whether or not in the ordinary course of business, which involves an obligation, debt or promise on behalf of the Company to pay more than Fifty Thousand and 00/100 Dollars (\$50,000.00); and
- (g) the removal of a Manager and/or appointment of a new Manager.

Anything contained herein notwithstanding the Members may not exercise any power granted in this section or by law unless "McGann" grants his consent to the exercise of the power until such time as the first eight million dollars (\$8,000,000.00) in Cash Flow has actually been distributed to the Members.

5.1.4 Compensation. Each Member, in his capacity as an Officer of the Company may be paid compensation in the amount set from time to time by a unanimous vote of the Members.

5.1.5 Officers. The Officers of the Company shall consist of a Chairman, a President, a Treasurer and a Secretary and such Vice Presidents, assistant secretaries or other officers or agents as may be elected or appointed by the Manager from time to time (collectively, the "Officers"). The Officers shall be appointed by, and shall exercise such powers and perform such duties as are prescribed by the Manager under the direction and management of the Manager. Any number of offices may be held by the same Person, as the Manager may determine. The Officers shall hold office for the term for which they were appointed and until their successors are elected and qualified; provided, however, that any Officer may be removed with or without cause at any time by the Manager. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Manager for the unexpired portion of the term. The Company shall have the following Offices:

- (a) **Chairman.** The Chairman of the Company shall have general supervision, direction and control of the business and affairs of the Company and shall have the power to sign any deeds, mortgages, bonds, contracts or other instruments. The Chairman shall preside at all meetings of the Members. The Chairman shall have the general powers and duties of management generally vested in the chief executive officer of a business entity, and shall have such other powers and duties with respect to the administration of the business and affairs of the Company as may be prescribed by the Manager from time to time.
- (b) **President.** The President of the Company shall be the chief operating officer of the Company, shall share the general supervision, direction and control of the business and affairs of the Company with the Chairman, and shall have the power to sign any deeds, mortgages, bonds, contracts or other instruments. In general, the President shall see that all orders and resolutions of the Manager are carried into effect and shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Manager from time to time.
- (c) **Vice President.** In the absence of (or at the request of) the President in the event of his or her inability or refusal to act, a vice president (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of their election) if one shall be appointed, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any vice president shall perform such other duties as from time to time may be assigned to him by the Chairman, the President or the Manager.
- (d) **Treasurer.** The Treasurer shall be the chief financial officer of the Company. The Treasurer shall not be required to give a bond for the faithful discharge of his or her duties. He or she shall: (a) have

charge and custody of and be responsible for all funds and securities of the Company; (b) be charged with primary responsibility for dealing with national securities exchanges or other exchanges in which the Company may hold a membership or on which the Company may trade; (c) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Manager; and (d) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the Chairman, the President or by the Manager.

- (c) Secretary. The Secretary shall: (a) keep the minutes of all Members' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (c) be custodian of Company records; (d) keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; (e) certify the resolutions of the Members, and other documents to the Company, as true and correct; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman, the President or the Manager.

5.2 Meetings of and Voting by Members.

5.2.1 A meeting of the Members may be called at any time by any Member or Members collectively owning not less than an aggregate twenty-five percent (25%) Percentage. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Member calling the meeting. Not less than ten (10) nor more than ninety (90) days before each meeting, the Member calling the meeting shall give written notice of the meeting to each Member. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the Records of Members' meetings, or is present at the meeting in person or by proxy. Unless the Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than a Majority in Interest of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member's duly authorized attorney-in-fact.

5.2.2 Except as otherwise provided in this Agreement, the affirmative vote of the Members holding a Majority in Interest or more of the Percentages then held by Members shall be required to approve any matter coming before the Members. Anything contained herein notwithstanding the Members may not take any action unless McGann grants his consent to the action until such time as the first eight million dollars (\$8,000,000.00) in Cash Flow has actually been distributed to the Members.

5.2.3 In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding one hundred percent (100%) or more of the Percentages then held by Members.

5.4 Duties of Parties.

5.4.1 Each Member shall devote such time to the business and affairs of the Company as is necessary to carry out the Member's duties set forth in this Agreement.

5.4.2 Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity except if the business or activity competes with the Company's business.

5.5 Liability and Indemnification.

5.5.1 A Member shall not be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

5.5.2 The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, as and to the full extent permitted by Act Section 15.10, but in no event for fraud, gross negligence, or an intentional breach of this Agreement.

SECTION VI **TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS**

6.1 **Transfers.** No Member may Transfer all, or any portion of, or any interest or rights, in the Membership Rights owned by the Member, and no Interest Holder may Transfer all, or any portion of, or any interest or rights in, any Interest except as otherwise provided in this Section VI. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Interests in violation of the prohibition contained in this Section 6.1 shall be deemed invalid, null and void and of no force and effect and shall result in the dissolution of the Company. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section 6.1 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, to the maximum extent permitted by law, receive distributions from the Company, or have any other rights in or with respect to the Membership Rights.

6.2 Upon Voluntary Transfer.

- (a) **Notice of Transfer.** If a Member intends to Transfer his Interest of which he is owner to any Person other than the Company, he shall give sixty (60) days' written notice to the Company and the other Members of his intention so to transfer. The notice, in addition to stating the fact of the intention to transfer his Interest, shall state (i) the amount of the Interest to be transferred, (ii) the

name, business and residence address of the proposed transferee, (iii) whether or not the transfer is for a valuable consideration, and, if so, the amount of the consideration and (iv) the other terms of the sale.

- (b) Option to Purchase. Within sixty (60) days of the Company's receipt of the notice, the Company may exercise an option (the "Option") to purchase all or any portion of the Interest proposed to be transferred for the price and upon the other terms herein. If the Company does not exercise its Option to purchase all or any portion of such Interest, the other Members, within seventy (70) days of the Company's receipt of the notice of the proposed transfer, may exercise an Option to purchase the Interest which is not being purchased by the Company in the relative proportions to their Percentages in the Company.
- (c) Exercise Option on all Shares. The Company and the other Members must in the aggregate exercise their Options to purchase all of the Interest proposed to be transferred or forfeit their Options.

6.3 Option Upon Death. Upon the death of a Member, the Company and the other Members, within sixty (60) days of the Member's death may exercise an Option to purchase all but not less than all of the Member's Interest in the same manner and upon the same terms as provided in Section 6.2 hereof.

6.4 Option Upon Involuntary Transfer. If, other than by reason of the Member's death, his Interest is transferred as a result of an Involuntary Transfer, the Company or the other Members, within sixty (60) days of the Company's and the other Members' receipt of actual notice of the Involuntary Transfer may exercise an Option to purchase all but not less than all of the Member's Interest in the same manner and upon the same terms as provided in Section 6.2 hereof.

6.5 Exercise of Options and Effect of Non-Exercise of Options.

- (a) Transfer Upon Exercise. The Company and the other Members who exercise the Option granted in Sections 6.2, 6.3 or 6.4 shall do so by delivering written notice of their exercise of the Options within the times provided to the proposed transferor in case of a Section 6.2 or Section 6.3 Option or to the transferee in the case of a Section 6.4 Option.
- (b) Transfer If No Exercise. If the purchase Options are forfeited or not exercised in compliance with Sections 6.2, 6.3 and 6.4, then in the case of a proposed Transfer under Section 6.2, the Interest may be transferred within ten (10) days after the expiration of the 70-day Option period granted to the other Members, to the transferee named in the required notice, and upon the terms therein stated, subject to the terms of this Agreement; and in the case of a Transfer of Interest under Section 6.4, the Interest, after the expiration of the 60-day Option period granted to the Company and the other Members under Section 6.4, shall in the hands of the transferee, be subject to the terms of this Agreement.
- (c) Interest Remains Subject To Agreement. If in the case of a Section 6.2 Transfer, the Transfer is not upon the terms or is not to the transferee stated in the notice required of the transferring Member in Section 6.2, or is not

within the aforesaid ten (10) day period, or the transferor, after the transfer, reacquires all or any portion of the transferred Interest, the Interest transferred shall remain subject to this Agreement as if no Transfer had been made.

6.6 Purchase Price. The purchase price for the purchase of an Interest shall be equal to the Company's Fair Value multiplied by the selling Member's (or Interest Holder's) Percentage Interest in the Company.

- (a) **Company's Fair Value.** The Company's Fair Value shall be an amount equal to the sum of (i) the amount of the net worth (the "Net Worth") of the Company (which may be a positive amount or a negative amount) reflected on the Company's balance sheet as of the last day of the month immediately preceding the first day upon which the Option to purchase may be exercised; plus (ii) the amount of Intangible Value of the Company. The Intangible Value of the Company shall be an amount equal to the Average Net Income of the Company multiplied by two (2). The Average Net Income of the Company (exclusive of any extraordinary income or loss not earned or incurred from the business operations of the Company) shall be determined in accordance with generally accepted accounting principles and before the deduction of Federal income taxes, reflected on the Company's financial statements for the two (2) calendar years immediately prior to the first day upon which the Option to purchase may be exercised. If the Company has been in existence less than two (2) full calendar years, but for at least one (1) full calendar year, the Net Income for the one (1) calendar year shall be deemed the Average Net Income. If the Company shall be in existence for less than one (1) full calendar year, the Intangible Value shall be deemed equal to zero (0).

For purposes of this Section 6.6(a), the existence of or additions to any LIFO reserves deducted in arriving at the Company's Net Worth or Net Income shall be added back.

- (b) **Release.** The Closing of the purchase pursuant to Section 6.8 shall be conditioned on the termination and release of the transferring Member's or any transferring Member's Affiliate's personal guaranty(s), financial or otherwise, of any Company liability and other obligation to which a transferring Member or his Affiliate may be obligated on behalf of the Company, which terminations must be finalized on or before any Interest may be validly transferred.

6.7 Payment of the Purchase Price. The purchase price for the Interest shall be paid, at the option of the party or parties exercising the option, either in cash at the Closing or at least twenty-five percent (25%) of the purchase price shall be paid in cash at the closing and the balance may be deferred and paid with interest at the per annum rate of 8% in not more than three (3) annual installments of one-third (1/3) of said balance plus interest each, the first annual installment commencing one (1) year after the Closing. In the event the payment of any portion of the purchase price is deferred as provided herein, the Interest to be transferred shall be held in escrow by an independent party or parties mutually agreeable to the selling and purchasing parties pending the payment of the entire price to the selling party.

6.8 Closing Date. Unless otherwise agreed by the parties, the Closing of the sale and purchase of an Interest shall take place at the general offices of the Company. The purchase of an Interest under Sections 6.2, 6.3 or 6.4 shall take place within thirty (30) days after the delivery to the transferring Member or his estate of written notice by the last of the Company or the other Members to deliver such notice of its, his or their exercise of the Option to purchase the Member's Interest.

6.9 More Favorable Price or Terms for Shares. An Option granted hereunder shall be at the price per share fixed in Section 6.6 and upon the terms stated in Section 6.7, except: (a) in the event of a proposed Voluntary Transfer of an Interest by a Member under Section 6.2 hereof for a price less than the price of the Interest fixed in Section 6.6 or upon terms more favorable to a buyer than those stated in Section 6.7, or both, then the Option granted hereunder shall be at said proposed price or upon said proposed terms, or both; and (ii) in the event of an Involuntary Transfer under Section 6.4 hereof, the price of the Interest under the Option shall be the lesser of the price fixed in Section 6.6 or the price offered by said involuntary transferee.

SECTION VII

DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

7.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

7.1.1 when the period fixed for its duration in Section 2.4 has expired;

7.1.2 upon the unanimous written agreement of the Members; or

7.1.3 upon the occurrence of another event of dissolution set forth in Section 35-1 of the Illinois Limited Liability Company Act.

7.2 Procedure for Winding Up and Dissolution.

7.2.1 Winding Up. Upon dissolution, an accounting shall be made of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company in a prompt and orderly manner, and, in connection therewith, shall: (i) sell or otherwise liquidate all of the Company's assets as promptly as practicable; (ii) allocate any Profits or Losses resulting from such sales or deemed sales in the case of assets to be distributed in-kind to the Members' Capital Accounts in accordance with Section III hereof; (iii) discharge all liabilities of the Company, including liabilities to Members who are creditors of the Company to the extent permitted by law; and (iv) distribute the remaining assets to Members in accordance with, and to the extent of, the Positive Capital balance (if any) of each Member's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs), and thereafter to the Members in accordance with, and in proportion to, each Member's Percentage Interest.

7.2.2 Dissolution of Non-Cash Assets. The Manager shall determine the fair market value of each non-cash asset distributed to one or more Members to determine the Profit or Loss that would have resulted if such asset were sold for such value, and such determination shall be subject to unanimous approval of the Members. Such Profit or Loss shall then be allocated pursuant to Section IV herein and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged to the Capital Account of each Member receiving an interest in such distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to).

7.2.3 No Interest Holder shall be obligated to restore a Negative Capital Account.

7.3 Filing of Articles of Dissolution. If the Company is dissolved, the Members shall promptly file Articles of Dissolution with the Secretary. If there are no remaining Members, the Articles shall be filed with the last Person to be a Member; if there are not remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

SECTION VIII

BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

8.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Manager shall determine the institution or institutions at which the account will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2 Books and Records. The Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting principles and practices and shall be available at the Company's principal office of examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

8.3 Annual Accounting Period. The annual accounting period of the Company shall be each calendar year which shall be the Company's Taxable Year. The Company's Taxable Year may be changed by the Members, subject to the requirements and limitations of the Code.

8.4 Reports. Within ninety (90) days after the end of each Taxable Year of the Company or as soon as reasonably practicable (if later), the Manager shall cause to be sent to each Person who was a Member at any time during the Taxable Year then ended a complete accounting of the affairs of the Company for the Taxable Year then ended, in addition to the tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. Furthermore, the Members shall cause a copy of the Company's federal, state and local income tax returns to be delivered to each Member promptly upon request.

8.5 **Title to Company Property.** All real and personal property acquired by the Company shall be required and held by the Company in its name.

SECTION IX **GENERAL PROVISIONS**

9.1 Power of Attorney.

9.1.1 **Authority to Execute Documents.** During the life of the Company and during any additional period authorized in accordance with this Agreement to dissolve, liquidate and wind up the affairs of the Company, each of the Members hereby irrevocably designates and appoints each Manager and any duly appointed agent of the Manager, with full power of substitution, to be the Member's true and lawful attorney-in-fact with the power, from time to time, in the name, place and stead of the Member to do any ministerial act necessary to qualify the Company to do business under the laws of any jurisdiction in which it is necessary to file any instrument in writing in connection with such qualification and to make, execute, swear to and acknowledge, amend, file, record, deliver and publish in conformance with the provisions of this Agreement (a) the Articles, (b) a counterpart of this Agreement or of any amendment hereto for the purpose of filing or recording such counterpart in any jurisdiction in which the Company may own property or transact business, (c) all certificates and other instruments necessary to qualify or continue the Company as a limited liability company in the State of Illinois or in any jurisdiction here the Company may own property or be doing business, (d) any fictitious or assumed name certificate required or permitted to be filed by or on behalf of the Company, and (e) a certificate or other instrument evidencing the dissolution or termination of the Company in accordance with the Agreement when such shall be appropriate in each jurisdiction in which the Company shall own property or do business.

9.1.2 **Survival of Power.** The power of attorney referenced in Section 9.1.1 hereof shall not be revoked and shall survive the Transfer by a Member of all or part of its interest and it shall survive the death, incapacity or dissolution of any Member. Any Person dealing with the Company may conclusively presume and rely upon the fact that any instrument executed by the Manager is authorized, regular and binding without further inquiry. The power of attorney referenced in Section 9.1.1 hereof may be exercised for each Member by the signature of the Manager or by listing the names of all the Members and executing any instrument with the signature of the Manager acting as attorney-in-fact for all of them.

9.2 **Assurances.** Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.3 **Notifications.** Any notice, demand, consent, election, offer, approval, request or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally, sent by certified or registered mail,

postage prepaid, return receipt requested, sent by recognized overnight delivery service or by facsimile transmittal. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered.

9.4 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.5 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

9.6 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law of the State of Illinois.

9.7 Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.8 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.9 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.10 Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provisions or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.12 Annual Meeting of Members. The Members shall hold at least one meeting per calendar year, during the month of December, unless otherwise determined by the Members from time to time, for the purposes of (a) reviewing the business and affairs of the Company; and (b) conducting any other lawful business.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

MEMBERS:

Thomas M. McGann.
THOMAS MCGANN

J. W. Wotrich
JOACHIM WOTTRICH

R. A. Coia
RONALD COIA

UNIQUE TECINOLOGIES, L.L.C.
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

EXHIBIT A

MEMBER NAME ADDRESS AND TAXPAYER I.D.	INITIAL CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Thomas McGann 17832 Mills Road Joliet, IL 60433 I.D.: 361-32-0918	Commitment to lend \$100,000 to Company plus assignment of all interest in certain patent rights, technology and contract rights of Northern Technologies Company, Inc and NTC, Inc. Value: <u>\$1,000.00</u>	33.33333%
Joachim Wottrich 1631 Forest Road Apt. 208 LaGrange Park, IL 60526 I.D.:	Assignment of all ownership rights and patent rights in certain technology created by Wottrich along with all future ownership rights and technology created by Wottrich. Value: <u>\$1,000.00</u>	33.33333%
Ronald Coia 2542 s. 4 th Ave. North Riverside, IL I.D.: 333-38-5418	Assignment of all ownership rights and patent rights in certain technology created by Coia along with all future ownership rights and technology created by Coia. Value: <u>\$1,000.00</u>	33.33333%



UNITED STATES DEPARTMENT OF COMMERCE
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SEPTEMBER 02, 1998

PTAS

SONNESCHEIN NATH & ROSENTHAL
JORDAN A. SIGALE
233 SOUTH WACKER DRIVE, SUITE 8000
CHICAGO, IL 60604



100749818A

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 06/15/1998

REEL/FRAME: 9265/0479
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

COIA, RONALD A.

DOC DATE: 05/22/1998

ASSIGNOR:

WOTTRICH, JOACHIM

DOC DATE: 05/22/1998

ASSIGNEE:

UNIQUE TECHNOLOGIES, LLC
1631 FOREST ROAD, SUITE 208
LA GRANGE PARK, ILLINOIS 60525

SERIAL NUMBER: 09061434
PATENT NUMBER:

FILING DATE: 04/17/1998
ISSUE DATE:

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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**Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231**

ASSIGNMENT

WHEREAS, Ronald A. Coia, residing at 2742 South 4th Avenue, North Riverside, Illinois 60546, a citizen of the United States of America and Joachim Wottrich, residing at 1631 Forest Road, #208, LaGrange Park, Illinois 60526, a citizen of Germany, hereinafter referred to as ASSIGNOR, have invented and own a certain invention entitled: **"ELECTRICAL CIRCUIT BREAKER LOCATOR WITH TRANSMITTER AND RECEIVER**, for which application for a Letters Patent of the United States is filed herewith;

WHEREAS, Unique Technologies, LLC, a limited liability corporation of the State of Illinois, having a principal place of business at 1631 Forest Road, Ste. 208, La Grange Park, Illinois 60525, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNOR also assigns all of its right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

MAY 22 1998
Date

5/22/98
Date

Ronald A. Coia
Ronald A. Coia

Joachim Wottrich
Joachim Wottrich